

**ZB# 87-57**

**Harry & Josephine Good**

**61-1-14.1**

Prelim.  
Nov. 9, 1987.

#87-57 - Good, Harry B. & Josephine E. - Lot area / ~~height~~ street frontage / and/or interpretation

(All paperwork  
in. Public Notice  
of Hearing Incomplete)

Public Hearing:

12/14/87.

Notice to  
Sentinel on 11/25/87 ✓

Interpretation

12/14/87.

Section 248-25 B/24L

applies -

non conforming

blds. - see

final decision

file w/ T.C.

**General Receipt** **9414**

**TOWN OF NEW WINDSOR**  
555 Union Avenue  
New Windsor, N. Y. 12550

Received of Harry Good Nov. 13 19 87

Twenty Five and 00/100 \$ 25.00

For 3BA application Fee 87-57 DOLLARS

DISTRIBUTION:

FUND	CODE	AMOUNT
<u>Check 25.00</u>		
<u># 3416</u>		

By Pauline G. Townsend cc

Town Clerk Title

Variance - Residential

Williamson Law Book Co., Rochester, N. Y. 14609

**General Receipt** **9464**

**TOWN OF NEW WINDSOR**  
555 Union Avenue  
New Windsor, N. Y. 12550

Received of Harry B. Good Dec. 10 19 87

Seventy-five \$ 75.00

For 3BA Interpretation Fee - # 87-57 DOLLARS

DISTRIBUTION:

FUND	CODE	AMOUNT
<u>CR # 3492</u>		<u>75.00</u>

By Pauline G. Townsend ES

Town Clerk Title

Williamson Law Book Co., Rochester, N. Y. 14609

ZONING BOARD OF APPEALS  
TOWN OF NEW WINDSOR

-----x  
In the Matter of the Application for  
an Interpretation as Requested by

HARRY B. GOOD and JOSEPHINE GOOD

DECISION INTERPRETING  
Section 48-25 and 26  
Zoning Local Law

#87-57.  
-----x

WHEREAS, the applicants, HARRY B. GOOD and JOSEPHINE GOOD, 8-19 Mansfield Drive, Fairlawn, New Jersey 07410, have made application before the Zoning Board of Appeals for an Interpretation of Section 48-25 and 26 of the Zoning Code of the Town of New Windsor as it effects non-conforming buildings and lots of record located at Lake Road, New Windsor, N. Y. 12550, known and designated as Tax Map Section 61-Block 1-Lot 14.1, to define whether lot in question falls within the bounds of non-conforming buildings or lots; and

WHEREAS, a public hearing was held on the 14th day of December, 1987 at the Town Hall, 555 Union Avenue, New Windsor, N. Y.; and

WHEREAS, the applicants were represented by their attorney, Brian G. Gilmartin, Esq.; and

WHEREAS, the application was unopposed; and

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following findings of fact in this matter:

1. The notice of public hearing was duly sent to residents and businesses as prescribed by law and published in The Sentinel, also as required by law.

2. The evidence shows that the existing non-conforming structure located on the property is proposed to be removed and a new structure is to be constructed in its place and stead.

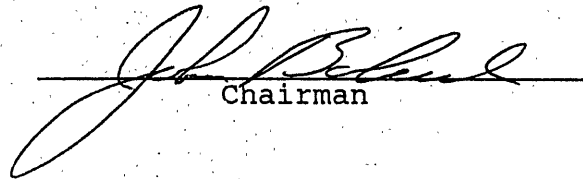
WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following conclusions of law in this matter:

1. That the applicants are moving, reconstructing or enlarging a non-conforming building in conjunction with Section 48-25B and 48-26 of the Zoning Local Law at premises located in an R-4 zone on Lake Road, New Windsor, N. Y., and that same is permitted under this section. However, a certificate of occupancy will not be issued for the new proposed structure until the old structure is removed.

NOW, THEREFORE, BE IT

RESOLVED, that the Secretary of the Zoning Board of Appeals of the Town of New Windsor transmit a copy of this decision to the Town Clerk, Town Planning Board and the applicant.

Dated: January 11, 1987.

  
Chairman



1763

# TOWN OF NEW WINDSOR

555 UNION AVENUE  
NEW WINDSOR, NEW YORK

*file*

December 15, 1987

Brian G. Gilmartin, Esq.  
90 East Main Street  
Washingtonville, N. Y. 10992

RE: APPLICATION FOR INTERPRETATION - GOOD, JOSEPHINE & HARRY  
#87-57

Dear Mr. Gilmartin:

This is to confirm that the Zoning Board of Appeals at its December 14, 1987 meeting, made the following interpretation concerning the above-entitled application:

That based on the information presented to the ZBA, Section 48-25B of the Zoning Local Law (copy attached hereto) applies in that applicant is moving, reconstructing or enlarging a nonconforming building. It was further stipulated by the Zoning Board of Appeals that no certificate of occupancy will be issued on the new premises until the existing structure is removed.

Formal decision will be drafted some time in the future and acted upon by the Board. You will be receiving a copy by return mail.

Very truly yours,

*Patricia A. Barnhart*

PATRICIA A. BARNHART  
Secretary

/pab

Enclosure

cc: Town Planning Board  
Michael Babcock, B. I.

local law as if it were a use permitted by right and shall be exempt from the provisions above. Residential buildings not conforming to district regulations for lot area, width or depth; yards, height or lot coverage; or minimum livable floor area per dwelling unit shall, however, be subject to the provisions of §§ 48-25 and 48-26.

§ 48-25. Nonconforming buildings.

- A. A nonconforming building is any building which contains a use permitted in the district in which it is located, but does not conform to the district regulations for lot area, width or depth; front, side or rear yards; maximum height; lot coverage; or minimum livable floor area per dwelling unit.
- B. Normal maintenance and repair, structural alteration, moving, reconstruction or enlargement of a nonconforming building is permitted, provided that such action does not increase the degree of, or create any new, nonconformity with regard to the regulations pertaining to such buildings.

§ 48-26. Nonconforming lots of record.

- A. A residential plot separated by other land not in the same ownership, and nonconforming as to bulk on the date of enactment or the effective date of subsequent Zoning Local Law amendments, whether or not located in and part of a subdivision, and approved by the Planning Board of the Town of New Windsor and filed in the office of the Orange County Clerk, which does not have a total plot area specified for residential use in § 48-12, may be used for any use permitted by right in the zoning district in which the plot is located, provided that such uses comply with the bulk and area and yard regulations as specified in the highest residential district having the same or less plot width. Where such residential district requires certain utilities, the provision of such shall be prerequisite to its residential use.

- B. Two (2) or more nonconforming lots, in a separate ownership, in a subdivision, shall have three (3) years from the date of the Planning Board to obtain approval of the Planning Board to obtain approval of the subdivision finally approved, more than three (3) years prior to the date of the subdivision, part or plot to the Planning Board in accordance with the provisions of this local law.
- C. Any plot in a subdivision approved after the effective date of this local law, but which is made nonconforming by any future amendment, shall have three (3) years from the date of amendment, or three (3) years from the date of approval, whichever is sooner, to obtain approval under § 48-26A. Any subdivision applied for after the time this local law is applied shall conform to all the bulk regulations of § 48-26A shall be inapplicable.
- D. Any separate plot nonconforming which becomes subsequently attached to the same ownership, shall be subject to the provisions of § 48-26A only if it remains nonconforming as to bulk and area and yard regulations attached.

§ 48-27. Elimination of certain

- A. Each of the nonconforming lots which are sufficiently objectionable, in the district in which such lots are located, to the value of other property in the district and to blight the pro-

DATE: 12/14/87.

Application #

PUBLIC HEARING -

Good, Harry & Josephine (Applicant)

NAME:

ADDRESS:

William J. Sykes — RD #1 LAKE Rd. Salisbury Mills NY  
no objections



TOWN OF NEW WINDSOR  
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE OR SPECIAL PERMIT

# 87-57

Date: Oct. 9, 1987

(201-796-1654)

I. Applicant Information:

- (a) HARRY and JOSEPHINE GOOD, 3-19 Mansfield Dr., Fairlawn, NJ 07410  
(Name, address and phone of Applicant) (Owner)
- (b) N/A  
(Name, address and phone of purchaser or lessee)
- (c) DINARCO & Gilmartin, Esqs. - Brian G. Gilmartin, 90 E. Main St. Washingtonvil  
(Name, address and phone of attorney) New York 10992
- (d) \_\_\_\_\_  
(Name, address and phone of broker)

II. Application type:

280A Town Law Variance  
Interpretation of Code

- ☐ Use Variance ☐ Sign Variance
- ☒ Area Variance ☐ Special Permit

III. Property Information:

- (a) R-4 Lake Road, New Windsor, New York 61-1-14.1 .483+ Acres  
(Zone) (Address) (S B L) (Lot size)
- (b) What other zones lie within 500 ft.? No
- (c) Is a pending sale or lease subject to ZBA approval of this application? No
- (d) When was property purchased by present owner? February 17, 1984
- (e) Has property been subdivided previously? Yes When? 1940
- (f) Has property been subject of variance or special permit previously? No When? \_\_\_\_\_
- (g) Has an Order to Remedy Violation been issued against the property by the Zoning Inspector? No
- (h) Is there any outside storage at the property now or is any proposed? Describe in detail: well block home

IV. Use Variance: N/A

- (a) Use Variance requested from New Windsor Zoning Local Law, Section \_\_\_\_\_, Table of \_\_\_\_\_ Regs., Col. \_\_\_\_\_, to allow:  
(Describe proposal) \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

- (b) The legal standard for a "Use" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

---

---

---

---

---

V. Area variance:

- (a) Area variance requested from New Windsor Zoning Local Law, Section \_\_\_\_\_, Table of \_\_\_\_\_ Regs., Col. \_\_\_\_\_.

Requirements	Proposed or Available	Variance Request
Min. Lot Area <u>21,780 (?)</u>	<u>21,034</u>	<u>740±</u>
Min. Lot Width <u>125</u>	<u>145</u>	<u>None</u>
Reqd. Front Yd. <u>No variance is required</u>		
Reqd. Side Yd. <u>No variance is required</u>		
Reqd. Rear Yd. <u>No variance is required</u>		
Reqd. Street Frontage* <u>60'</u>	<u>20'wide ROW</u>	<u>40'</u>
Max. Bldg. Hgt. <u>No variance is required</u>		
Min. Floor Area* <u>No variance is required</u>		
Dev. Coverage* <u>No variance is required</u>		
Floor Area Ratio** <u>No variance is required</u>		

\* Residential Districts only

\*\* Non-residential districts only

- (b) The legal standard for an "AREA" variance is practical difficulty. Describe why you feel practical difficulty will result unless the area variance is granted. Also, set forth any efforts you have made to alleviate the difficulty other than this application.

If the Board determines that a Variance is required, the practical difficulty is that there is an existing deteriorated structure at the premises which the applicants propose to eliminate and replace with a modern structure conforming to Building Codes, which will eliminate several pre-existing nonconformities.

---

VI. Sign Variance: N/A

- (a) Variance requested from New Windsor Zoning Local Law, Section \_\_\_\_\_, Table of \_\_\_\_\_ Regs., Col. \_\_\_\_\_.

	Requirements	Proposed or Available	Variance Request
Sign 1			
Sign 2			
Sign 3			
Sign 4			
Sign 5			
Total	_____ sq.ft.	_____ sq.ft.	_____ sq.ft.

- (b) Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or oversize signs.

---

---

---

---

---

- (c) What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

---

---

VII. Special Permit:

- (a) Special Permit requested under New Windsor Zoning Local Law, Section \_\_\_\_\_, Table of \_\_\_\_\_ Regs., Col. \_\_\_\_\_.
- (b) Describe in detail the use and structures proposed for the special permit.

---

---

---

---

---

VIII. Additional comments:

- (a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or upgraded and that the intent and spirit of the New Windsor Zoning Local Law is fostered. (Trees, landscaping, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)
- The premises at issue has on it a pre-existing residential structure which applicants intend to upgrade by the proposed construction. Applicants seek an interpretation of the Code to determine whether or not any variances are required, in that they believe they are entitled to a Building Permit by virtue of the fact that if the premises is an approved lot on a filed subdivision map (to-wit: lands of Anna Johnson on the west side of Beaver Dam Lake recorded 1/31/40 as Map No. 1170). Additionally, an interpretation is

(continued following page)

IX. Attachments required:

- |                |  |
|----------------|--|
| <u>  x  </u>   | Copy of letter of referral from Bldg./Zoning Inspector.  |
| <u>  x  </u>   | Copy of tax map showing adjacent properties.   |
| <u>  x  </u>   | Copy of contract of sale, lease or franchise agreement.  |
| <u>  x  </u>   | Copy(ies) of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot. |
| <u>  N/A  </u> | Copy(ies) of sign(s) with dimensions.  |
| <u>  x  </u>   | Check in the amount of \$25.00 payable to TOWN OF NEW WINDSOR.   |
| <u>  x  </u>   | Photos of existing premises which show all present signs and landscaping. Photocopies attached; originals to be submitted to the Board   |

VIII. (a) continued

sought of the New Windsor Code at Sections 48-25 and 48-26, whereby applicants believe they are entitled to reconstruct the existing improvements at the premises, by virtue of the fact that the property is as defined at those sections as a pre-existing non-conforming structure which is entitled to a reconstruction. Should the Board determine to the contrary, the applicant, in order to ensure that only one hearing is required, will also seek a variance of Section 280A of the Town Law.

X. AFFIDAVIT

Date October 9, 1987

STATE OF NEW YORK )  
COUNTY OF ORANGE ) SS.:

The undersigned Applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application are true and accurate to the best of his knowledge or to the best of his information and belief. The applicant further understands and agrees that the Zoning Board of Appeals may take action to rescind any variance or permit granted if the conditions or situation presented herein are materially changed.

*Harry B. Good*  
(Applicant)  
*Josephine E. Good*

Sworn to before me this

9th day of October, 19 87.

*Ellen E. Spatcher*

ELLEN E. SPATCHER  
NOTARY PUBLIC, STATE OF NEW YORK  
QUALIFIED IN ORANGE COUNTY  
COMMISSION EXPIRES MARCH 30, 19 88  
Not

XI. ZBA Action:

- (a) Public Hearing date \_\_\_\_\_.
- (b) Variance is \_\_\_\_\_.
- Special Permit is \_\_\_\_\_.
- (c) Conditions and safeguards: \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

A FORMAL DECISION WILL FOLLOW  
WHICH WILL BE ADOPTED BY  
RESOLUTION OF ZONING BOARD OF APPEALS.

TOWN OF NEW WINDSOR  
ORANGE COUNTY, N. Y.  
OFFICE OF ZONING - BUILDING INSPECTOR

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

File No. 87-115

Date 7/27, 1987

To: Harry B. Hood  
8-19 Mansfield Dr. - 496-8275  
Fairlawn, New Jersey 07410

PLEASE TAKE NOTICE that your application dated 7/21, 1987  
for permit to Build Home in C-4 Zone  
at the premises located at Lake Rd.

is returned herewith and disapproved on the following grounds:

Lot Area 21,039.15 Need 21,780  
Street Frontage 60 ft Have 20 ft Need 40 ft.

John J. Cunningham  
Building Inspector

Requirements  
Min. Lot Area  
Min. Lot Width  
Road Frontage

Proposed or  
Available  
21,780  
21,039.15

Variance  
Request  
740.52

ORANGE COUNTY, N. Y.  
OFFICE OF ZONING - BUILDING INSPECTOR

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

File No. 87-115

Date 7/27, 1987

To: Harry B. Hood  
8-19 Mansfield Dr. - 496-8275  
Fairlawn, New Jersey 07410

PLEASE TAKE NOTICE that your application dated 7/21, 1987  
for permit to Build Home in C-4 Zone  
at the premises located at Lake Rd.

is returned herewith and disapproved on the following grounds:

Lot Area 21,039.45 Need 21,780  
Street Frontage 60 ft Have 20 ft Need 40 ft.

John J. Finnegan  
Building Inspector

Requirements	Proposed or Available	Variance Request
Min. Lot Area <u>21,780</u>	<u>21,039.45</u>	<u>740.55</u>
Min. Lot Width		
Reqd. Front Yd.		
Reqd. Side Yd. <u>1</u>	<u>1</u>	<u>1</u>
Reqd. Rear Yd.		
Reqd. Street Frontage*	<u>20</u>	<u>40 ft</u>
Max. Bldg. Hgt.		
Min. Floor Area*		
Dev. Coverage*	<u>%</u>	<u>%</u>
Floor Area Ratio*		

\* Residential Districts only  
\*\* Non-residential districts only

Mike

17.1  
3.2 A

17.2  
4.7 A

(6)

18  
3.4 A

1

20  
160.9

19  
154.5

85.8

100

100.4

50

76.5

RAM

RC

165.7

231.1

7

160 S

60

138 S

8

61 S

35

7

LAKE ROAD

190.5

9

118.5

56.4

34

69

88

609

93.5

216.5

10

183.9

400.1

520 S

265 S

LANDS OF ANNA JOHNSON SUBDIVISION

7

83.5

12

242.7

161

13

64.7

50

150

14

50

149

15

50

146

16

45.2

129

49

502

50

44.6

11

(2)

(3)

(4)

401

403

401

281

61 S

60

485

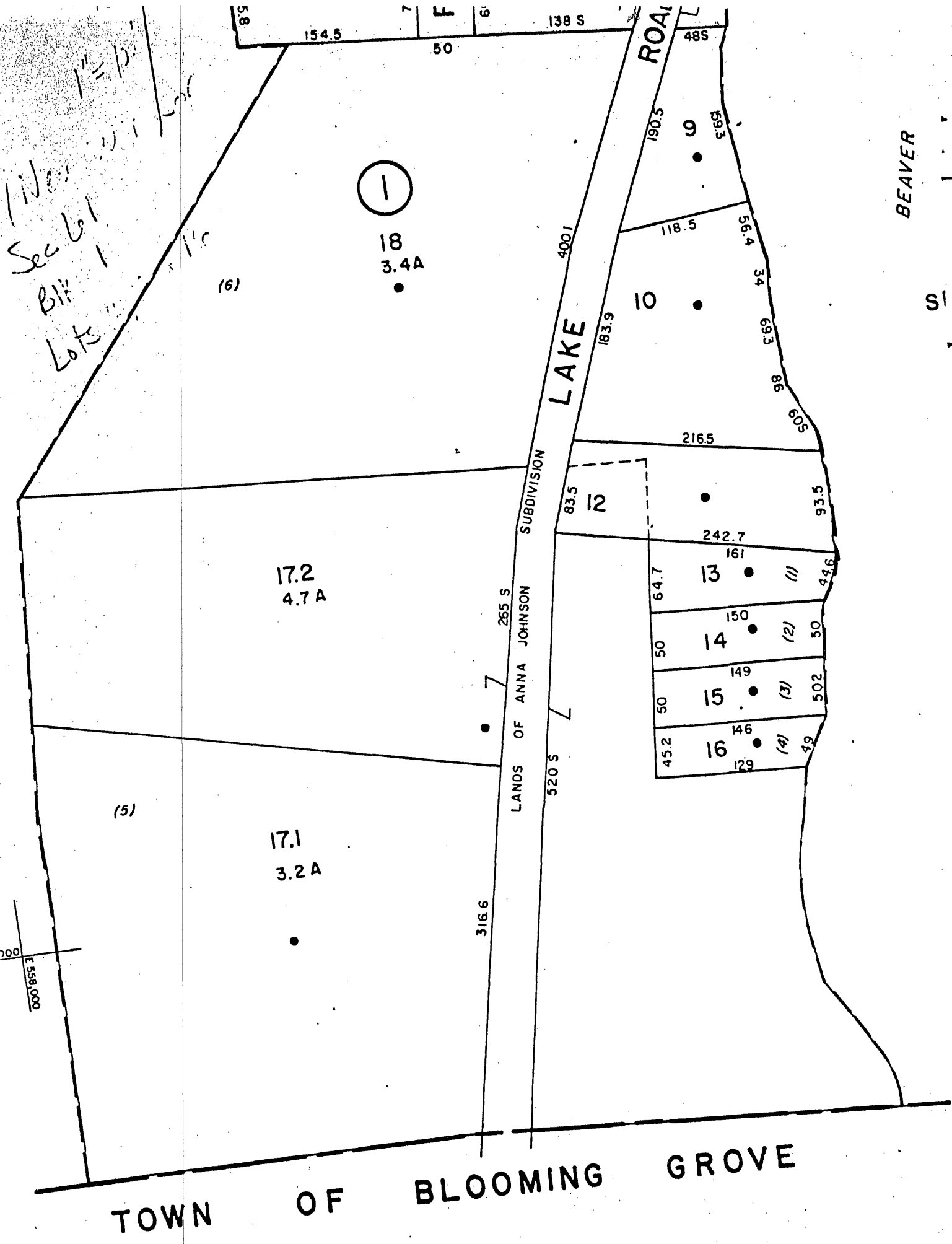
7

7

**DAM**

S





# Contract of Sale

Date.....October....., 1983

Seller and Purchaser agree as follows:

**Parties**

Seller WILLIAM W. EVANS, II and JEANNE-TE LARE EVANS,  
address 3448 E. Park Square, Tampa, Fla. 33612

Purchaser HARRY B. GOOD and JOSEPHINE E. GOOD,  
address 8-19 Mansfield Drive, Fairlawn, N. J. 07410

**Purchase  
agreement  
Property**

1. Seller shall sell and Purchaser shall buy the Property on the terms stated in this Contract.
2. The Property is described as follows:

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of New Windsor, Orange County, New York, bounded and described as follows:

BEGINNING at a point in the division line between the lands of Anna Johnson designated as Lot No. 5 and lands of Anna Johnson designated as Lots Nos. 1, 2, 3 and 4 on Map of Lands of Anna Johnson on the west side of Beaver Dam Lake, in the Town of New Windsor, Orange County, New York, made by Chas. R. Woodhull, Registered P. E. and L. S., New York State License No. 4698, Newburgh, N. Y., November 22nd, 1939, and filed in the Orange County Clerk's Office on the 31st day of January, 1940, said point being at the westerly end of the division line between said Lots Nos. 1 and 2 and south 19 degrees 21 minutes west one hundred thirty-four and seventy-seven one-hundredths (134.77) feet from the common corner of said Lot No. 5 and Lot No. 6 as shown on said Map and running thence along the division line between said Lots Nos. 1 and 2, across the twenty (20) feet wide right of way and along the stonewall shown on said map, south 72 degrees 55 minutes east one hundred and fifty (150) feet to a point in the westerly shore line of Beaver Dam Lake; thence along the westerly shore line of Beaver Dam Lake south 20 degrees 29 minutes west fifty and five one-hundredths (50.05) feet to a point in the westerly shore line of Beaver Dam Lake and at the easterly end of the division line between said Lots Nos. 2 and 3; thence south 22 degrees 47 minutes west 50.22 feet; thence south 29 degrees 38' west 49 feet to the southeast corner of Lot No. 4; thence north 72 degrees 55' west 129 feet to a point in the westerly side of a 20 foot right of way; thence north 19 degrees '21' east 145.26 feet to the point or place of beginning, being lots numbered 2, 3, and 4 on a Map of Lands of Anna Johnson made by Charles R. Woodhull, dated November 22, 1939, and filed in the Orange County Clerk's Office, January 31, 1940.

TOGETHER with the right of ingress and egress over the 20 foot right of way along the rear of Lot No. and through Lots Nos. 5 and 6 to the Salisbury Mills-Little Britain Road, as laid out on said Map.

TOGETHER with the right to use the lake shown on said Map for boating, fishing, recreation and sports insofar as the party of the first part has the right to grant such use to the party of the second part; without recourse, however, to the party of the first part.

address 3448 E. Park Square, Tampa, Fla. 33612

Purchaser HARRY B. GOOD and JOSEPHINE E. GOOD,  
address 8-19 Mansfield Drive, Fairlawn, N. J. 07410

**Purchase  
agreement  
Property**

1. Seller shall sell and Purchaser shall buy the Property on the terms stated in this Contract.

2. The Property is described as follows:

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of New Windsor, Orange County, New York, bounded and described as follows:

BEGINNING at a point in the division line between the lands of Anna Johnson designated as Lot No. 5 and lands of Anna Johnson designated as Lots Nos. 1, 2, 3 and 4 on Map of Lands of Anna Johnson on the west side of Beaver Dam Lake, in the Town of New Windsor, Orange County, New York, made by Chas. R. Woodhull, Registered P. E. and L. S., New York State License No. 4698, Newburgh, N. Y., November 22nd, 1939, and filed in the Orange County Clerk's Office on the 31st day of January, 1940, said point being at the westerly end of the division line between said Lots Nos. 1 and 2 and south 19 degrees 21 minutes west one hundred thirty-four and seventy-seven one-hundredths (134.77) feet from the common corner of said Lot No. 5 and Lot No. 6 as shown on said Map and running thence along the division line between said Lots Nos. 1 and 2, across the twenty (20) feet wide right of way and along the stonewall shown on said map, south 72 degrees 55 minutes east one hundred and fifty (150) feet to a point in the westerly shore line of Beaver Dam Lake; thence along the westerly shore line of Beaver Dam Lake south 20 degrees 29 minutes west fifty and five one-hundredths (50.05) feet to a point in the westerly shore line of Beaver Dam Lake and at the easterly end of the division line between said Lots Nos. 2 and 3; thence south 22 degrees 47 minutes west 50.22 feet; thence south 29 degrees 38' west 49 feet to the southeast corner of Lot No. 4; thence north 72 degrees 55' west 129 feet to a point in the westerly side of a 20 foot right of way; thence north 19 degrees 21' east 145.26 feet to the point or place of beginning, being lots numbered 2, 3, and 4 on a Map of Lands of Anna Johnson made by Charles R. Woodhull, dated November 22, 1939, and filed in the Orange County Clerk's Office, January 31, 1940.

TOGETHER with the right of ingress and egress over the 20 foot right of way along the rear of Lot No. and through Lots Nos. 5 and 6 to the Salisbury Mills-Little Britain Road, as laid out on said Map.

TOGETHER with the right to use the lake shown on said Map for boating, fishing, recreation and sports insofar as the party of the first part has the right to grant such use to the party of the second part; without recourse, however, to the party of the first part, her heirs, executors, administrators or assigns, for any claim of damages, cause of action or claim of liability for injury or death caused by or arising from or by reason of the use of said lake by the parties of the second part, their heirs or assigns.

BEING the same premises conveyed by Anthony Kraiza and Jeannette Kraiza to William W. Evans, II and Jeannette Lare Evans by deed dated November 26, 1979, and recorded in the Orange County Clerk's Office on December 3, 1979, in Liber 2150 of Deeds at Page 858.

Subject to the purchasers obtaining a conventional mortgage loan from National Community Bank of Fairlawn, New Jersey, at an interest rate not to exceed 12.5%. The said mortgage shall be a second mortgage lien upon purchaser's present residence dwelling at 8-19 Mansfield Drive, Fairlawn, NJ in the amount of \$30,000.00. Subject also to a purchase money note and mortgage from purchaser to seller in the amount of \$10,000.00, at 11% interest, 20 year amortization schedule, and with a three-year balloon. Payments to be \$103.22 per month.

**Buildings and  
improvements**

**Fixtures,  
personal**

3. The sale includes: two refrigerators and two ranges.
- (a) All buildings and improvements on the Property.
  - (b) All fixtures and articles of personal property attached to or used in connection with the Property.
- specifically excluded below. Seller represents that the

to be \$103.22 per month.

two refrigerators and two ranges.

**Buildings and  
improvements**

**3. The sale includes:**

(a) All buildings and improvements on the Property.

**Fixtures,  
personal  
property**

(b) All fixtures and articles of personal property attached to or used in connection with the Property, unless specifically excluded below. Seller represents that they are paid for and owned by Seller free and clear of any lien other than the Existing Mortgage. They include but are not limited to plumbing, heating, lighting and cooking fixtures, radio and television aerials, blinds, shades, screens, awnings, storm windows, storm doors, mail boxes, weather vanes, flagpoles, pumps, shrubbery, clothes washers, clothes dryers, garbage disposal units, ranges, refrigerators, freezers, air conditioning equipment and installations, and wall-to-wall carpeting. All furnishings located at the premises, whether in cottages, sheds or pump house, are included in the sale.

~~Excluded from this sale are:~~

~~Furniture and household furnishings~~

**Price**

**4. The purchase price is..... \$27,500.00**  
payable as follows:

On the signing of this Contract, by check subject to collection.....	\$ 2,550.00	(downpayment to be held in
Paid on Binder-----	300.00	escrow by
By allowance for the principal amount still unpaid on the Existing Mortgage....	\$	seller's
		attorney
By a Purchase Money Note and Mortgage from Purchaser (or assigns) to Seller..	\$ 10,000.00	until close
		of title)
Balance in cash or certified check on the delivery of the deed at the Closing.....	\$14,650.00	

Existing Mortgage	<p>5. The Property will be conveyed subject to the continuing lien of the following mortgage ("Existing Mortgage"):  Mortgage now in the unpaid principal amount of \$ _____ and interest at the rate of _____ %  per year, presently payable in _____ installments of \$ _____ which includes principal, interest,  and with any balance of principal being due and payable on _____ 19__ .</p>
Purchase money mortgage	<p>6. If a purchase money note and mortgage is to be given it shall be drawn by the attorney for the Seller. Purchaser shall pay for the mortgage recording tax, recording fees and the charge for drawing the note and mortgage.  The purchase money note and mortgage shall provide that it will always be subject to the prior lien of any Existing Mortgage even though the Existing Mortgage is extended, consolidated or refinanced in good faith.</p>
Title transfer subject to	<p>7. The Property is to be conveyed subject to:</p> <ul style="list-style-type: none"> <li>(a) Building and zoning regulations.</li> <li>(b) Conditions, agreements, restrictions and easements, of record.</li> <li>(c) Any state of facts, an inspection or survey of the Property may show if it does not make the title to the Property unmarketable.</li> <li>(d) Existing tenancies.</li> <li>(e) Unpaid assessments payable after the date of the transfer of title.</li> <li>(f) None of the above shall prohibit the use and occupancy of the premises as a one-family residence.</li> </ul>
Deed and transfer taxes	<p>8. At the Closing Seller shall deliver to Purchaser a Bargain and Sale Deed with  Covenants Against Grantors Acts  deed so as to convey a fee simple title to the Property free and clear of all encumbrances except as stated in this Contract. The deed shall be prepared, signed and acknowledged by Seller and transfer tax stamps in the correct amount shall be affixed to the deed, all at Seller's expense. The deed shall contain a trust fund clause as required by Section 13 of the Lien Law.</p>
Adjustments at closing	<p>9. The following are to be apportioned pro-rata as of the date of delivery of the deed:</p> <ul style="list-style-type: none"> <li>(a) Rent as and when collected.</li> <li><del>(b) Interest on the Existing Mortgage.</del></li> <li>(c) Taxes, water rates and sewer rents based on the fiscal period for which assessed.</li> <li><del>(d) Premiums on existing transferable insurance policies and renewals on those expiring prior to closing.</del></li> <li>(e) Fuel, if any.</li> </ul>
Water meter readings	<p>10. If there is a water meter on the Property, Seller shall furnish a reading to a date not more than thirty days prior to the time set for Closing. The unfixed meter charge and sewer rent, if any, shall be apportioned on the basis of this last reading.</p>
Fire, other casualty	<p>11. This Contract does not provide for what happens in the event of fire or casualty loss before the title closing. Unless different provision is made in this Contract, Section 5-1311 of the General Obligations Law will apply.</p>
Closing date and place	<p>12. The Closing will take place at the office of _____ Lending Institution  at _____ M. on Dec. 1, 1983 .</p>
Broker	<p>13. Purchaser represents that Purchaser has not dealt with any broker in connection with this sale other than  Paul Cappicchioni Real Estate; exclusive agent, in coop. w/ Carlsen  and Seller agrees to pay broker the commission earned (pursuant to separate agreement). Agent, Inc.  Seven (7%) Commission</p>
Purchaser's lien	<p>14. All money paid on account of this Contract, and the reasonable expenses of examination of the title to the Property and of any survey and inspection charges are hereby made liens on the Property. The liens shall not continue after default by Purchaser.</p>
No Oral Change Successors	<p>15. This Contract may not be changed or ended orally.</p> <p>16. This Contract shall apply to and bind the distributees, executors, administrators, successors and assigns of the Seller and Purchaser.</p>

<b>Purchase money mortgage</b>  <b>Title transfer subject to</b>	<p>6. If a purchase money note and mortgage is to be given it shall be drawn by the attorney for the Seller. Purchaser shall pay for the mortgage recording tax, recording fees and the charge for drawing the note and mortgage.</p> <p>The purchase money note and mortgage shall provide that it will always be subject to the prior lien of any Existing Mortgage even though the Existing Mortgage is extended, consolidated or refinanced in good faith.</p> <p>7. The Property is to be conveyed subject to:</p> <ul style="list-style-type: none"> <li>(a) Building and zoning regulations.</li> <li>(b) Conditions, agreements, restrictions and easements, of record.</li> <li>(c) Any state of facts, an inspection or survey of the Property may show if it does not make the title to the Property unmarketable.</li> <li>(d) Existing tenancies.</li> <li>(e) Unpaid assessments payable after the date of the transfer of title.</li> <li>(f) None of the above shall prohibit the use and occupancy of the premises as a one-family residence.</li> </ul>
<b>Deed and transfer taxes</b>	<p>8. At the Closing Seller shall deliver to Purchaser a Bargain and Sale Deed with Covenants Against Grantors Acts deed so as to convey a fee simple title to the Property free and clear of all encumbrances except as stated in this Contract. The deed shall be prepared, signed and acknowledged by Seller and transfer tax stamps in the correct amount shall be affixed to the deed, all at Seller's expense. The deed shall contain a trust fund clause as required by Section 13 of the Lien Law.</p>
<b>Adjustments at closing</b>	<p>9. The following are to be apportioned pro-rata as of the date of delivery of the deed:</p> <ul style="list-style-type: none"> <li><del>(a) Rent as and when collected</del></li> <li><del>(b) Interest on the Existing Mortgage.</del></li> <li>(c) Taxes, water rates and sewer rents based on the fiscal period for which assessed.</li> <li><del>(d) Premiums on existing transferable insurance policies and renewals on those expiring prior to closing.</del></li> <li>(e) Fuel, if any.</li> </ul>
<b>Water meter readings</b>	<p>10. If there is a water meter on the Property, Seller shall furnish a reading to a date not more than thirty days prior to the time set for Closing. The unfixed meter charge and sewer rent, if any, shall be apportioned on the basis of this last reading.</p>
<b>Fire, other casualty</b>	<p>11. This Contract does not provide for what happens in the event of fire or casualty loss before the title closing. Unless different provision is made in this Contract, Section 5-1311 of the General Obligations Law will apply.</p>
<b>Closing date and place</b>	<p>12. The Closing will take place at the office of Lending Institution at M. on Dec. 1, 1983.</p>
<b>Broker</b>	<p>13. Purchaser represents that Purchaser has not dealt with any broker in connection with this sale other than Paul Cappicchioni Real Estate; exclusive agent, in coop. w/ Carlsen and Seller agrees to pay broker the commission earned (pursuant to separate agreement). Agent, Inc. Seven (7%) Commission</p>
<b>Purchaser's lien</b>	<p>14. All money paid on account of this Contract, and the reasonable expenses of examination of the title to the Property and of any survey and inspection charges are hereby made liens on the Property. The liens shall not continue after default by Purchaser.</p>
<b>No Oral Change Successors</b>	<p>15. This Contract may not be changed or ended orally.</p> <p>16. This Contract shall apply to and bind the distributees, executors, administrators, successors and assigns of the Seller and Purchaser.</p>
<b>Multiple Parties</b>	<p>17. If there are more than one Purchaser or Seller the words "Purchaser" and "Seller" used in this Contract includes them.</p> <p>18. Sellers covenant and warrant that the buildings, source of water and water system and sewage systems are located and situated wholly within the boundaries of the premises being conveyed herein, and that the roof shall be free of leaks at the time of closing.</p>
<b>Signatures</b>	<p>Seller and Purchaser have signed this Contract as of the date at the top of the first page.</p> <p>WITNESS</p> <p>SELLER  <i>William W. Evans, II</i>        William W. Evans, II</p> <p>PURCHASER Jeannette  <i>Harry B. Good</i>        Harry B. Good  <i>Josephine Good</i>        Josephine Good</p>

STATE OF NEW YORK, COUNTY OF ss.:  
On 19 before me personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

STATE OF NEW YORK, COUNTY OF ss.:  
On 19 before me personally came  
to me known, who, being by me duly sworn, did depose and say that he resides at No.

that he is the  
of

the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

STATE OF NEW YORK, COUNTY OF ss.:  
On 19 before me personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

STATE OF NEW YORK, COUNTY OF ss.:  
On 19 before me personally came  
to me known and known to me to be a partner in

a partnership, and known to me to be the person described in and who executed the foregoing instrument in the partnership name, and said duly acknowledged that he executed the foregoing instrument for and on behalf of said partnership.

#### Adjournment

Closing of title under this Contract is adjourned to  
at  
and all adjustments are to be made as of

19, at o'clock,

19

#### Assignment

Date: 19  
For value received, this Contract is assigned to

and Assignee assumes all obligations of the purchaser in the Contract.

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Assignee of Purchaser

Seller

Purchaser

19 19

19

CLERK



STATE OF NEW YORK, COUNTY OF ss.:  
On 19 before me personally came  
to me known, who, being by me duly sworn, did depose and say  
that he resides at No.

that he is the  
of  
the corporation described in and which executed the foregoing  
instrument; that he knows the seal of said corporation; that  
the seal affixed to said instrument is such corporate seal; that it  
was so affixed by order of the board of directors of said corpora-  
tion, and that he signed h name thereto by like order.

STATE OF NEW YORK, COUNTY OF ss.:  
On 19 before me personally came  
to me known and known to me to be a partner in

a partnership, and known to me to be the person described in  
and who executed the foregoing instrument in the partnership  
name, and said duly  
acknowledged that he executed the foregoing instrument for and  
on behalf of said partnership.

#### Adjournment

Closing of title under this Contract is adjourned to  
at  
and all adjustments are to be made as of

19 , at o'clock,

19

#### Assignment

Date: 19  
For value received, this Contract is assigned to

and Assignee assumes all obligations of the purchaser in the Contract.

Purchaser

Assignee of Purchaser

Seller

and

Purchaser

## Contract of Sale of Real Estate

Date 19 19  
Deed to pass on

STATE OF NEW YORK

County of

RECORDED ON THE

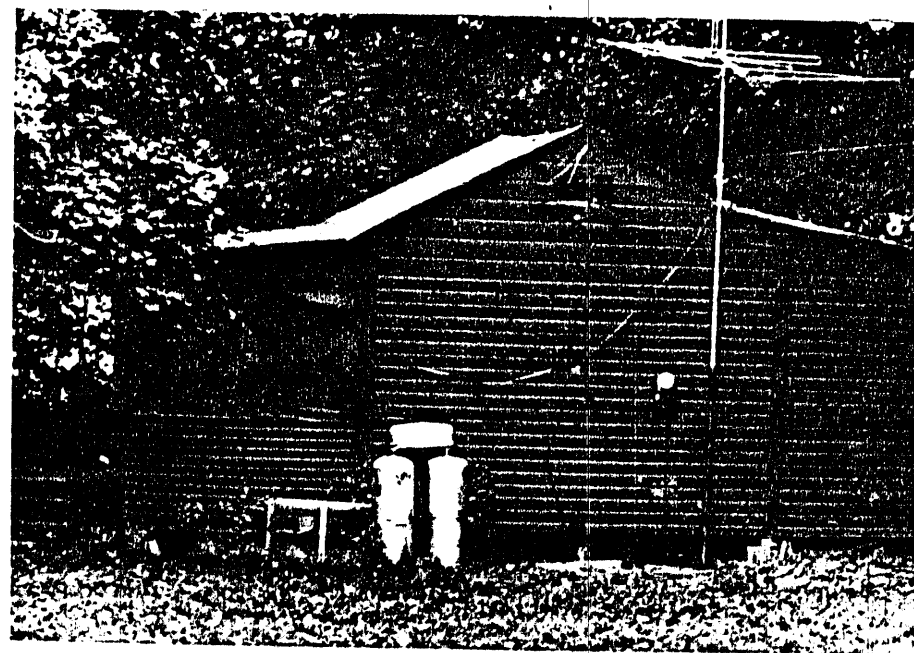
day of , 19

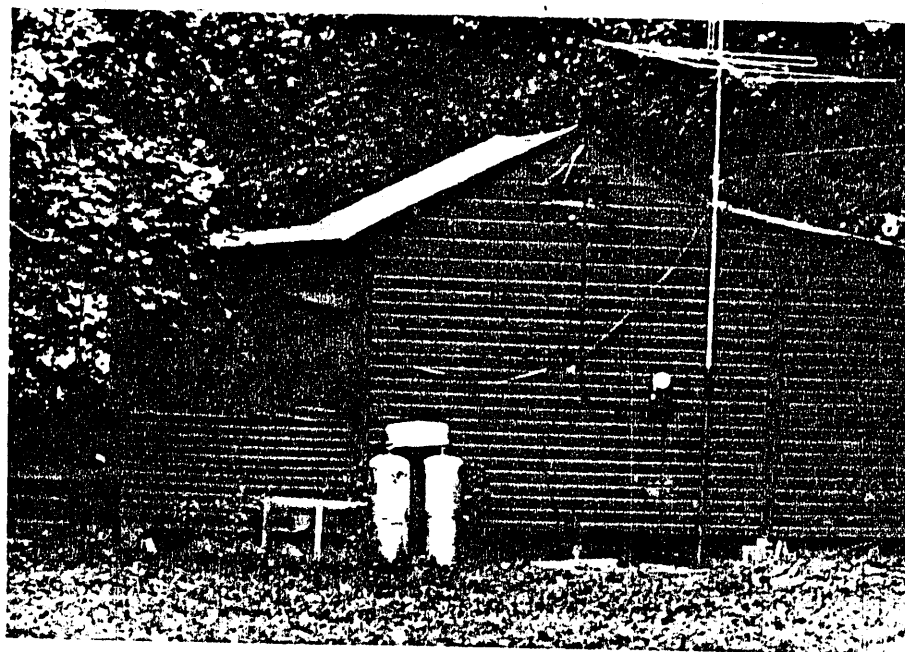
at o'clock M.

in Liber of Deeds

at Page and examined

CLERK





CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT - THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

LIBER 2277 PG 366

THIS INDENTURE, made the 17 day of February, nineteen hundred and eighty-four  
BETWEEN WILLIAM W. EVANS, II and JEANNETTE LARE EVANS, residing  
at 3448 East Park Square, Tampa, Fla. 33612

party of the first part, and HARRY B. GOOD and JOSEPHINE E. GOOD, husband and  
wife, residing at 8-19 Mansfield Drive, Fairlawn, New Jersey, 07410;

party of the second part,

WITNESSETH, that the party of the first part, in consideration of

-----TEN AND NO/100 (\$10.00)----- dollars,

lawful money of the United States, and other good and valuable considerations paid  
by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or  
successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate,  
lying and being in the Town of New Windsor, Orange County, New York, bounded  
and described as follows:

BEGINNING at a point in the division line between the lands of Anna Johnson designated as Lot No. 5 and lands of Anna Johnson designated as Lots Nos. 1, 2, 3 and 4 on Map of Lands of Anna Johnson on the west side of Beaver Dam Lake, in the Town of New Windsor, Orange County, New York, made by Chas. R. Woodhull, Registered P. E. and L. S., New York State License No. 4698, Newburgh, N. Y., November 22nd, 1939, and filed in the Orange County Clerk's Office on the 31st day of January, 1940, said point being at the westerly end of the division line between said Lots Nos. 1 and 2 and south 19 degrees 21 minutes west one hundred thirty-four and seventy-seven one-hundredths (134.77) feet from the common corner of said Lot No. 5 and Lot No. 6 as shown on said Map; and running thence along the division line between said Lots Nos. 1 and 2, across the twenty (20) foot wide right of way and along the stonewall shown on said map, south 72 degrees 55 minutes east one hundred and fifty (150) feet to a point in the westerly shore line of Beaver Dam Lake; thence along the westerly shore line of Beaver Dam Lake south 20 degrees 29 minutes west fifty and five one-hundredths (50.05) feet to a point in the westerly shore line of Beaver Dam Lake and at the easterly end of the division line between said Lots Nos. 2 and 3; thence south 22 degrees 47 minutes west 50.22 feet; thence south 29 degrees 38' west 49 feet to the southeast corner of Lot No. 4; thence north 72 degrees 55' west 129 feet to a point in the westerly side of a 20 foot right of way; thence north 19 degrees 21' east 145.26 feet to the point or place of beginning, being lots numbered 2, 3, and 4 on a Map of Lands of Anna Johnson made by Chas. R. Woodhull, Registered P. E. and L. S., New York State License No. 4698, Newburgh, N. Y., November 22nd, 1939, and filed in the Orange County Clerk's Office on the 31st day of January, 1940.

SECT. 61  
BLK. 1  
LOTS 14,  
15,  
16

Xc  
m/n

party of the first part, and HARRY B. GOOD and JOSEPHINE E. GOOD, husband and wife, residing at 8-19 Mansfield Drive, Fairlawn, New Jersey, 07410;

party of the second part,

WITNESSETH, that the party of the first part, in consideration of

-----TEN AND NO/100 (\$10.00)----- dollars,

lawful money of the United States, and other good and valuable considerations paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate,

lying and being in the Town of New Windsor, Orange County, New York, bounded and described as follows:

SECT. 61  
BLK. 1  
LOTS 14,  
15,  
16

BEGINNING at a point in the division line between the lands of Anna Johnson designated as Lot No. 5 and lands of Anna Johnson designated as Lots Nos. 1, 2, 3 and 4 on Map of Lands of Anna Johnson on the west side of Beaver Dam Lake, in the Town of New Windsor, Orange County, New York, made by Chas. R. Woodhull, Registered P. E. and L. S., New York State License No. 4698, Newburgh, N. Y., November 22nd, 1939, and filed in the Orange County Clerk's Office on the 31st day of January, 1940, said point being at the westerly end of the division line between said Lots Nos. 1 and 2 and south 19 degrees 21 minutes west one hundred thirty-four and seventy-seven one-hundredths (134.77) feet from the common corner of said Lot No. 5 and Lot No. 6 as shown on said Map; and running thence along the division line between said Lots Nos. 1 and 2, across the twenty (20) feet wide right of way and along the stonewall shown on said map, south 72 degrees 55 minutes east one hundred and fifty (150) feet to a point in the westerly shore line of Beaver Dam Lake; thence along the westerly shore line of Beaver Dam Lake south 20 degrees 29 minutes west fifty and five one-hundredths (50.05) feet to a point in the westerly shore line of Beaver Dam Lake and at the easterly end of the division line between said Lots Nos. 2 and 3; thence south 22 degrees 47 minutes west 50.22 feet; thence south 29 degrees 38' west 49 feet to the southeast corner of Lot No. 4; thence north 72 degrees 55' west 129 feet to a point in the westerly side of a 20 foot right of way; thence north 19 degrees 21' east 145.26 feet to the point or place of beginning, being lots numbered 2, 3, and 4 on a Map of Lands of Anna Johnson made by Charles R. Woodhull, dated November 22, 1939, and filed in the Orange County Clerk's Office, January 31, 1940.

TOGETHER with the right of ingress and egress over the 20 foot right of way along the rear of Lot No. 1 and through Lots Nos. 5 and 6 to the Salisbury Mills-Little Britain Road, as laid out on said Map.

TOGETHER with the right to use the lake shown on said Map for boating, fishing, recreation and sports insofar as the party of the first

Xc  
n/n

part has the right to grant such use to the party of the second part; without recourse, however, to the party of the first part, her heirs, executors, administrators or assigns, for any claim of damages, cause of action or claim of liability for injury or death caused by or arising from or by reason of the use of said lake by the parties of the second part, their heirs or assigns.

BEING the same premises conveyed by Anthony Kraiza and Jeannette Kraiz to William W. Evans, II and Jeannette Evans by deed dated November 26, 1979, and recorded in the Orange County Clerk's Office on December 3, 1979, in Liber 2150 of Deeds at Page 858.

ALSO being more particularly bounded and described as follows:

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of New Windsor, Orange County, New York, bounded and described as follows:

BEING Lots No. 2, 3, and 4 as shown on "Map of Lands of Anna Johnson", filed Map No. 1170 and being more particularly described as follows:

BEGINNING at a point on the westerly side of a 20 foot wide right-of-way on the division line between Lots 1 and 2 as shown on said filed Map No. 1170; said point also being South 19° 21' West, 134.77 feet from the common corner of Lots 5 and 6 as also shown on said filed map.

THENCE along the division line between Lots 1 and 2; being a stone wall, South 72° 55' East, 150.00 feet to a point on the westerly shore of Beaver Dam Lake, Lands of Snipel Corp.

THENCE along the westerly shore of Beaver Dam Lake; lands now or formerly of Snipel Corp. the following courses and distances:

- (1) South 20°-29' West, 50.05 feet;
- (2) South 22°-47' West, 50.22 feet;
- (3) South 39°-38' West, 49.00 feet.

THENCE along the division line between Lots 4 and 5, North 72°-55' West, 129 feet to a point on the westerly side of the 20-foot wide right of way.

THENCE along the same, North 19°-21' East, 145.26 feet to the place of beginning.

Together with rights of ingress and egress over the 20 foot wide right of way along the rear of Lots 1 and through Lots 5 and 6.

**TOGETHER** with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof,

**TOGETHER** with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

**TO HAVE AND TO HOLD** the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

**AND** the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.

**AND** the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

**IN WITNESS WHEREOF**, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

✓ William W. Evans, II L.S.  
William W. Evans, II

Jeannette Lare Evans L.S.  
Jeannette Lare Evans



FLORIDA  
STATE OF NEW YORK, COUNTY OF *St. George* ss:

On the 17 day of February, 19 84, before me personally came  
WILLIAM W. EVANS, II  
AND JEANNETTE LARE EVANS

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that they executed the same.

*James B. Vento*  
Notary Public  
Public State of Florida At Large  
Commission Expires Oct. 2, 1986

STATE OF NEW YORK, COUNTY OF

ss:

On the        day of        19        , before me personally came  
to me known, who, being by me duly sworn, did depose and say that he resides at No.        ;

that he is the  
of

, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

STATE OF NEW YORK, COUNTY OF

ss:

On the        day of        19        , before me personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

STATE OF NEW YORK, COUNTY OF

ss:

On the        day of        19        , before me personally came  
the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at No.        ;

that he knows

to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed his name as witness thereto.

**Bargain and Sale Deed**  
WITH COVENANT AGAINST GRANTOR'S ACTS

TITLE No. \_\_\_\_\_

WILLIAM W. EVANS, II and  
JEANNETTE LARE EVANS

TO

HARRY B. GOOD AND JOSEPHINE E. GOOD

SECTION

BLOCK

LOT

COUNTY OR TOWN

*110-17-1*

RETURN BY MAIL TO:

Brian G. Gilmartin, Esq.  
DiNardo, Goldrich & Gilmartin  
90 East Main St.  
Washingtonville, N.Y. 10992  
Zip No. \_\_\_\_\_

*g. borth*

ording Office.

*cc. S.S. 11-27-84*

*copy*



LANDS OF  
SIPKO

201-  
203

73.97 SF

SHED

SHED 373. F

PUMP  
HOUSE  
226.72 SF

588.7 SF

COTTAGE

706.96 SF

COTTAGE

LANDS OF  
EVANS

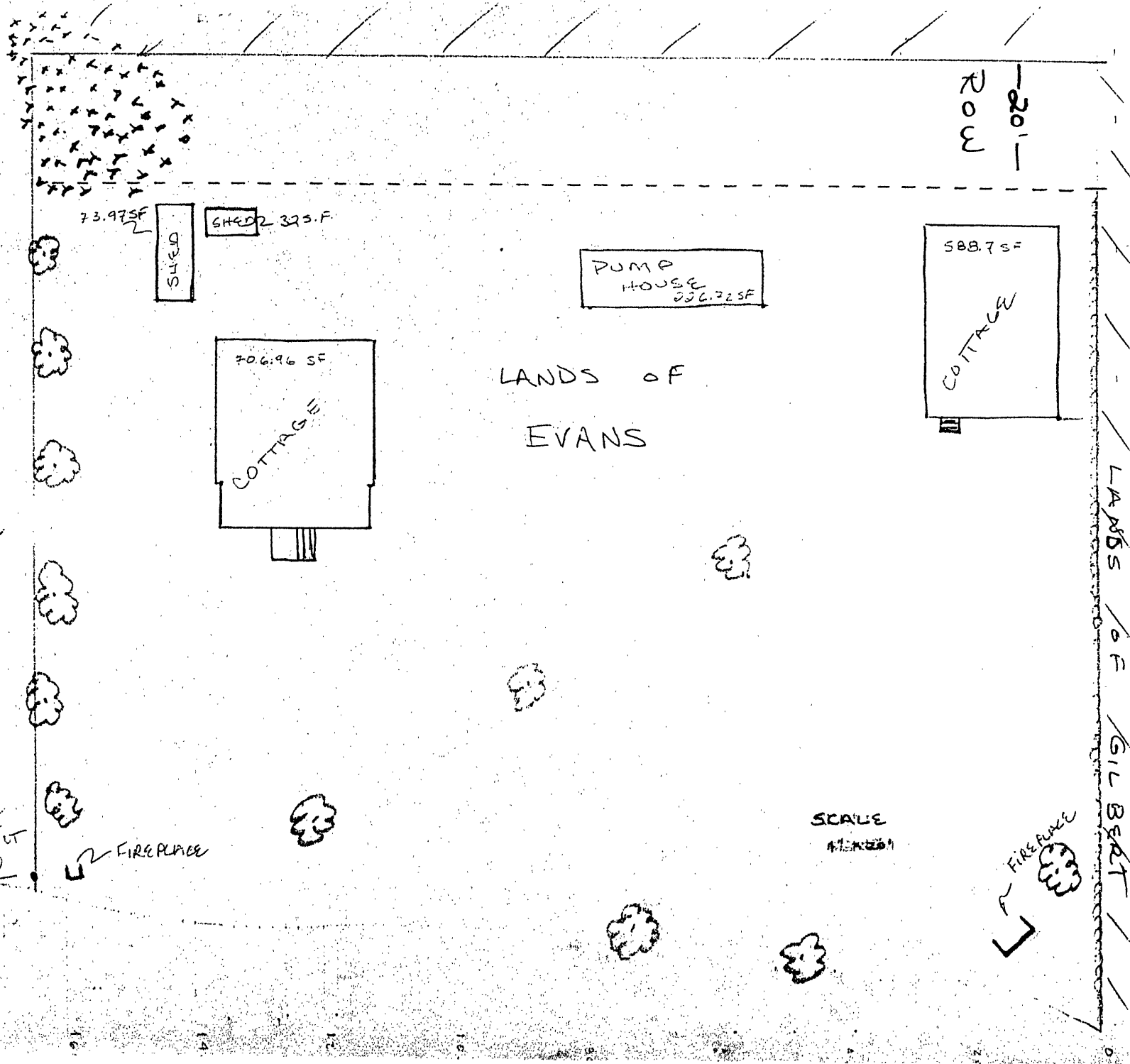
LANDS OF  
GILBERT

CONCRETE  
MONUMENT

FIREPLACE

SCALE  
1" = 20'

FIREPLACE



Ref. Exh.  
#11.

AFFIDAVIT OF MAILING

STATE OF NEW YORK)

ss:

COUNTY OF ORANGE )

LORRAINE LENARDSON, being duly sworn, deposes and says:


I am a resident of Salisbury Mills, New York, and that on the 30th day of November, 1987, I mailed the annexed Notice of Public Hearing to each of the parties hereinafter named by depositing in a United States Post Office or official depository at the Washingtonville Post Office a true copy of said notice, each properly enclosed in a securely sealed, post-paid wrapper, marked "Certified Mail, Return Receipt Requested", directed respectively to each of the following parties at the address set opposite their names:

<u>Name</u>	<u>Address</u>
1. Janos & Mary Dezse	P.O. Box 54A, Salisbury Mills, NY 12577
2. Edward & Grace Carroll	R.D. #1, Box 54, Salisbury Mills, NY 12577
3. Stanley & Rose Gilbert	15-19 212th St. (TPFL), Bayside, NY 11360
4. Cesar W. & Celia B. Vasquez	193 Lester Dr., Tappan, NY 10983
5. William & Susan Sipko	R.D. #1, Lake Road, Salisbury Mills, NY 12577
6. Patricia & Herbert Goodwin	Moffat Road, Washingtonville, NY 10992
7. Snipel Corp.	27 Waring Road, Newburgh, NY 12550

  
LORRAINE LENDARDSON

Sworn to before me this 14/11

day of December, 1987



ELLEN E. SPATCHER  
NOTARY PUBLIC, STATE OF NEW YORK  
QUALIFIED IN ORANGE COUNTY  
COMMISSION EXPIRES ~~MARCH 30, 1988~~  
Nov

DINARDO  
&  
GILMARTIN  
ATTORNEYS AT LAW  
WASHINGTONVILLE,  
NEW YORK 10992

PUBLIC NOTICE OF HEARING BEFORE  
ZONING BOARD OF APPEALS  
TOWN OF NEW WINDSOR

PLEASE TAKE NOTICE that the Zoning Board of Appeals  
of the TOWN OF NEW WINDSOR, New York will hold a  
Public Hearing pursuant to Section 48-34A of the  
Zoning Local Law on the following proposition:

Appeal No. 57

Request of HARRY B. & JOSEPHINE E. GOOD

for a VARIANCE of

the regulations of the Zoning Local Law to

permit ~~construction of a single-family residence, being variance~~  
of Section 48-11 and 48-12 - Table of Use/Bulk Regulations- Cols.  
~~C & H, for an R-4 zone; and further for an interpretation of~~  
the Zoning Local Law, Secs. 48-25 and 48-26; and for a further  
~~being a variance~~ variance of the provisions of Town Law-Section 280,  
~~Section~~

for property situated as follows:

Lake Road, New Windsor, N. Y. known and designated  
as tax map Section 61, Block 1, Lot 14.1

SAID HEARING will take place on the 14th day of  
December, 1987, at the New Windsor Town Hall,  
555 Union Avenue, New Windsor, N. Y. beginning at  
7:30 o'clock P. M.

JACK BABCOCK  
Chairman

Exhibit #7.  
BA

**POLICY OF TITLE INSURANCE**

U. RD-33-115

o 332430



Issued by

**american title insurance company**

northeast region

Brian Gilmartin, Esq.

P.O. Box 1000

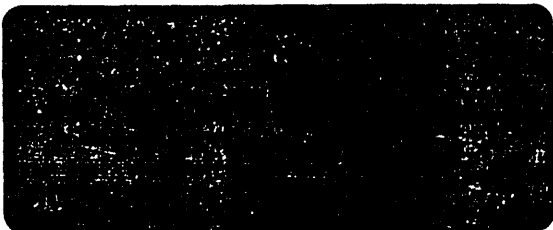
Washingtonville, New York 10992

American Title Insurance Company, in consideration of the payment of its charges for the examination of title and its premium for insurance, insures the within named insured against all loss or damage not exceeding the amount of insurance stated herein and in addition the costs and expenses of defending the title, estate or interest insured, which the insured shall sustain by reason of any defect or defects of title affecting the premises described in Schedule A or affecting the interest of the insured therein as herein set forth, or by reason of unmarketability of the title of the insured to or in the premises, or by reason of liens or incumbrances affecting title at the date hereof, or by reason of any statutory lien for labor or material furnished prior to the date hereof which has now gained or which may hereafter gain priority over the interest insured hereby or by reason of a lack of access to and from the premises, excepting all loss and damage by reason of the estates, interests, defects, objections, liens, incumbrances and other matters set forth in Schedule B, or by the conditions of this policy hereby incorporated into this contract, the loss and the amount to be ascertained in the manner provided in said conditions and to be payable upon compliance by the insured with the stipulations of said conditions, and not otherwise.

*In Witness Whereof*, American Title Insurance Company has caused this policy to be signed and sealed on its date of issue set forth herein.

**american title insurance company**

Senior Vice President and  
Northeast Regional Manager



## CONDITIONS OF THIS POLICY

### 1. DEFINITIONS

(a) Wherever the term "insured" is used in this policy it includes those who succeed to the interest of the insured by operation of law including, without limitation, heirs, distributees, devisees, survivors, personal representatives, next of kin or corporate successors, as the case may be, and those to whom the insured has assigned this policy where such assignment is permitted by the terms hereof, and whenever the term "insured" is used in the conditions of this policy it also includes the attorneys and agents of the "insured."

(b) Wherever the term "this company" is used in this policy it means American Title Insurance Company.

(c) Wherever the term "final determination" or "finally determined" is used in this policy, it means the final determination of a court or competent jurisdiction after disposition of all appeals or after the time to appeal has expired.

(d) Wherever the term "the premises" is used in this policy, it means the property insured herein as described in Schedule A of this policy including such buildings and improvements thereon which by law constitute real property.

(e) Wherever the term "recorded" is used in this policy it means, unless otherwise indicated, recorded in the office of the recording officer of the county in which property insured herein lies.

### 2. DEFENSE AND PROSECUTION OF SUITS

(a) This company will, at its own cost, defend the insured in all actions or proceedings founded on a claim of title or incumbrances not excepted in this policy.

(b) This company shall have the right and may at its own cost, maintain or defend any action or proceeding relating to the title or interest hereby insured, or upon or under any covenant or contract relating thereto which it considers desirable to prevent or reduce loss hereunder.

(c) In all cases where this policy requires or permits this company to prosecute or defend, the insured shall secure to it the right and opportunity to maintain or defend the action or proceeding, and all appeals from any determination therein, and give it all reasonable aid therein, and hereby permits it to use therein, at its option, its own name or the name of the insured.

(d) The provisions of this section shall survive payment by this company of any specific loss or payment of the entire amount of this policy to the extent that this company shall deem it necessary in recovering the loss from those who may be liable therefor to the insured or to this company.

### 3. CASES WHERE LIABILITY ARISES

No claim for damages shall arise or be maintainable under this policy except in the following cases:

(a) Where there has been a final determination under which the insured may be dispossessed, evicted or ejected from the premises or from some part or undivided share or interest therein.

(b) Where there has been a final determination adverse to the title, upon a lien or incumbrance not excepted in this policy.

(c) Where the insured shall have contracted in good faith in writing to sell the insured estate or interest, or where the insured estate has been sold for the benefit of the insured pursuant to the judgment or order of a court and the title has been rejected because of a defect or incumbrance not excepted in this policy and there has been a final determination sustaining the objection to the title.

(d) Where the insurance is upon the interest of a mortgagee and the mortgage has been adjudged by a final determination to be invalid or ineffectual to charge the insured's estate or interest in the premises, or subject to a prior lien or incumbrance not excepted in this policy; or where a recording officer has refused to accept from the insured a satisfaction of the insured mortgage and there has been a final determination sustaining the refusal because of a defect in the title to the said mortgage.

(e) Where the insured shall have negotiated a loan to be made on the security of a mortgage on the insured's estate or interest in the premises and the title shall have been rejected by the proposed lender and it shall have been finally determined that the rejection of the title was justified because of a defect or incumbrance not excepted in this policy.

(f) Where the insured shall have transferred the title insured by an instrument containing covenants in regard to title or warranty thereof and there shall have been a final determination on any of such covenants or warranty, against the insured, because of a defect or incumbrance not excepted in this policy.

(g) Where the insured estate or interest or a part thereof has been taken by condemnation and it has been finally determined that the insured is not entitled to a full award for the estate or interest taken because of a defect or incumbrance not excepted in this policy.

No claim for damages shall arise or be maintainable under this policy (1) if this company, after having received notice of an alleged defect or incumbrance, removes such defect or incumbrance within thirty days after receipt of such notice; or (2) for liability

voluntarily assumed by the insured in settling any claim or suit without the written consent of this company.

### 4. NOTICE OF CLAIM

In case a purchaser or proposed mortgage lender raises any question as to the sufficiency of the title hereby insured, or in case actual knowledge shall come to the insured of any claim adverse to the title insured hereby, or in case of the service on or receipt by the insured of any paper, or of any notice, summons, process or pleading in any action or proceeding, the object or effect of which shall or may be to impugn, attack or call in question the validity of the title hereby insured, the insured shall promptly notify this company thereof in writing at its main office and forward to this company such paper or such notice, summons, process or pleading. Delay in giving this notice and delay in forwarding such paper or such notice, summons, process or pleading shall not affect this company's liability if such failure has not prejudiced and cannot in the future prejudice this company.

### 5. PAYMENT OF LOSS

(a) This company will pay, in addition to the loss, all statutory costs and allowances imposed on the insured in litigation carried on by this company for the insured under the terms of this policy. This company shall not be liable for and will not pay the fees of any counsel or attorney employed by the insured.

(b) In every case where claim is made for loss or damage this company (1) reserves the right to settle, at its own cost, any claim or suit which may involve liability under this policy; or (2) may terminate its liability hereunder by paying or tendering the full amount of this policy; or (3) may, without conceding liability, demand a valuation of the insured estate or interest, to be made by three arbitrators or any two of them, one to be chosen by the insured and one by this company, and the two thus chosen selecting an umpire. Such valuation, less the amount of any incumbrances on said insured estate and interest not hereby insured against, shall be the extent of this company's liability for such claim and no right of action shall accrue hereunder for the recovery thereof until thirty days after such notice of such valuation shall have been served upon this company, and the insured shall have tendered a conveyance or assignment of the insured estate or interest to this company or its designee at such valuation, diminished as aforesaid. The foregoing option to fix a valuation by arbitration shall not apply to a policy insuring a mortgage or leasehold interest.

(c) Liability to any collateral holder of this policy shall not exceed the amount of the pecuniary interest of such collateral holder in the premises.



**SCHEDULE A**

Date of Policy 3/6/84

Amount of Insurance \$ 27,500.00

TITLE NO. RD-33-11547

POLICY NO. 332430

Name of Insured:

HARRY B. GOOD AND JOSEPHINE E. GOOD

The estate or interest insured by this policy is fee simple

vested in the insured by means of Deed dated 2/17/84 made by William  
W. Evans II and Jeannette Lare Evans to Harry B. Good  
and Josephine E. Good and recorded in the Orange County  
Clerk's Office on 3/6/84 in Liber 2277 page 366.

The premises in which the insured has the estate or interest covered by this policy

See attached.

Countersigned and Validated

BY

AUTHORIZED REPRESENTATIVE

JAMES V. RINALDI

N.Y.B.T.U. FORM 100E

AT. 601



### SCHEDULE "A"

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate,

lying and being in the Town of New Windsor, Orange County, New York, bounded and described as follows:

BEGINNING at a point in the division line between the lands of Anna Johnson designated as Lot No. 5 and lands of Anna Johnson designated as Lots Nos. 1, 2, 3 and 4 on Map of Lands of Anna Johnson on the west side of Beaver Dam Lake, in the Town of New Windsor, Orange County, New York, made by Chas. R. Woodhull, Registered P.E. and L.S., New York State License No. 4698, Newburgh, N.Y., November 22nd, 1939, and filed in the Orange County Clerk's Office on the 31st day of January, 1940, said point being at the westerly end of the division line between said Lots Nos. 1 and 2 and south 19 degrees 21 minutes west one hundred thirty-four and seventy-seven one-hundredths (134.77) feet from the common corner of said Lot No. 5 and Lot No. 6 as shown on said Map; and running thence along the division line between said Lots Nos. 1 and 2, across the twenty (20) feet wide right of way and along the stonewall shown on said map, south 72 degrees 55 minutes east one hundred and fifty (150) feet to a point in the westerly shore line of Beaver Dam Lake; thence along the westerly shore line of Beaver Dam Lake south 20 degrees 29 minutes west fifty and five one-hundredths (50.05) feet to a point in the westerly shore line of Beaver Dam Lake and at the easterly end of the division line between said Lots Nos. 2 and 3; thence south 22 degrees 47 minutes west 50.22 feet; thence south 29 degrees 38 ' west 49 feet to the southeast corner of Lot No. 4; thence north 72 degrees 55' west 129 feet to a point in the westerly side of a 20 foot right of way; thence north 19 degrees 21' east 145.26 feet to the point or place of beginning, being lots numbered 2, 3, and 4 on a Map of Lands of Anna Johnson made by Charles R. Woodhull, dated November 22, 1939, and filed in the Orange County Clerk's Office, January 31, 1940. TOGETHER with the right of ingress and egress over the 20 foot right of way along the rear of Lot No. 1 and through Lots Nos. 5 and 6 to the Salisbury Mills - Little Britain Road, as laid out on said Map.

---

## SCHEDULE B

TITLE NO. RD-33-11547

The following estates, interests, defects, objections to title, liens and incumbrances and other matters are excepted from the coverage of this policy:

1. Defects and incumbrances arising or becoming a lien after the date of this policy, except as herein provided.
2. Consequences of the exercise and enforcement or attempted enforcement of any governmental, war or police powers over the premises.
3. Any laws, regulations or ordinances (including, but not limited to zoning, building, and environmental protection) as to the use, occupancy, subdivision or improvement of the premises adopted or imposed by any governmental body, or the effect of any noncompliance with or any violation thereof.
4. Judgments against the insured or estates, interests, defects, objections, liens or incumbrances created, suffered, assumed or agreed to, by or with the privity of the insured.
5. Title to any property beyond the lines of the premises, or title to areas within or rights or easements in any abutting streets, roads, avenues, lanes, ways or waterways, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement, unless this policy specifically provides that such titles, rights, or easements are insured. Notwithstanding any provisions in this paragraph to the contrary, this policy, unless otherwise excepted, insures the ordinary rights of access and egress belonging to abutting owners.
6. Title to any personal property, whether the same be attached to or used in connection with said premises or otherwise.
7. Subject to Mortgage dated 3/2/84 made by Harry B. Good and Josephine E. Good to William W. Evans II and Jeannette Lare Evans, securing \$10,000.00 and recorded in the Orange County Clerk's Office on 3/6/84 in Liber 1903 page 511.
8. Covenants and restrictions in Liber 2150 page 858. Grant in Liber 775 page 107. Agreement in Liber 1586 page 90.
9. No rights are insured in and to the waters of Beaver Dam Lake.
10. Survey made by John C. Barker, L.S., dated 1/30/84 shows premises with location of two houses, shed, utility line and 20 foot Right of Way.
11. Rights, if any, in favor of any electric light or telephone company to maintain guy wires extending from said premises to poles located on the roads on which said premises abut, but policy will insure, however, that there are no such agreements of record in connection therewith except as may be shown herein.
12. Underground encroachments and easements, if any, including pipes and drains, and such rights as may exist for entry upon said premises to maintain and repair the same, which do not appear of record.
13. The exact acreage of the premises herein will not be insured.
14. Riparian rights, if any, in favor of the premises herein are not insured.
15. Rights of others to drain through creeks or streams, if any, which cross premises and the natural flow thereof will be excepted.
16. No personal inspection of the premises has been made. Policy will except "Any state of fact which a personal inspection of the premises herein described would disclose."

## CONDITIONS OF THIS POLICY

### 1. DEFINITIONS

(a) Wherever the term "insured" is used in this policy it includes those who succeed to the interest of the insured by operation of law including, without limitation, heirs, distributees, devisees, survivors, personal representatives, next of kin or corporate successors, as the case may be, and those to whom the insured has assigned this policy where such assignment is permitted by the terms hereof, and whenever the term "insured" is used in the conditions of this policy it also includes the attorneys and agents of the "insured."

(b) Wherever the term "this company" is used in this policy it means American Title Insurance Company.

(c) Wherever the term "final determination" or "finally determined" is used in this policy, it means the final determination of a court or competent jurisdiction after disposition of all appeals or after the time to appeal has expired.

(d) Wherever the term "the premises" is used in this policy, it means the property insured herein as described in Schedule A of this policy including such buildings and improvements thereon which by law constitute real property.

(e) Wherever the term "recorded" is used in this policy it means, unless otherwise indicated, recorded in the office of the recording officer of the county in which property insured herein lies.

### 2. DEFENSE AND PROSECUTION OF SUITS

(a) This company will, at its own cost, defend the insured in all actions or proceedings founded on a claim of title or incumbrances not excepted in this policy.

(b) This company shall have the right and may at its own cost, maintain or defend any action or proceeding relating to the title or interest hereby insured, or upon or under any covenant or contract relating thereto which it considers desirable to prevent or reduce loss hereunder.

(c) In all cases where this policy requires or permits this company to prosecute or defend, the insured shall secure to it the right and opportunity to maintain or defend the action or proceeding, and all appeals from any determination therein, and give it all reasonable aid therein, and hereby permits it to use therein, at its option, its own name or the name of the insured.

(d) The provisions of this section shall survive payment by this company of any specific loss or payment of the entire amount of this policy to the extent that this company shall deem it necessary in recovering the loss from those who may be liable therefor to the insured or to this company.

### 3. CASES WHERE LIABILITY ARISES

No claim for damages shall arise or be maintainable under this policy except in the following cases:

(a) Where there has been a final determination under which the insured may be dispossessed, evicted or ejected from the premises or from some part or undivided share or interest therein.

(b) Where there has been a final determination adverse to the title, upon a lien or incumbrance not excepted in this policy.

(c) Where the insured shall have contracted in good faith in writing to sell the insured estate or interest, or where the insured estate has been sold for the benefit of the insured pursuant to the judgment or order of a court and the title has been rejected because of a defect or incumbrance not excepted in this policy and there has been a final determination sustaining the objection to the title.

(d) Where the insurance is upon the interest of a mortgagee and the mortgage has been adjudged by a final determination to be invalid or ineffectual to charge the insured's estate or interest in the premises, or subject to a prior lien or incumbrance not excepted in this policy; or where a recording officer has refused to accept from the insured a satisfaction of the insured mortgage and there has been a final determination sustaining the refusal because of a defect in the title to the said mortgage.

(e) Where the insured shall have negotiated a loan to be made on the security of a mortgage on the insured's estate or interest in the premises and the title shall have been rejected by the proposed lender and it shall have been finally determined that the rejection of the title was justified because of a defect or incumbrance not excepted in this policy.

(f) Where the insured shall have transferred the title insured by an instrument containing covenants in regard to title or warranty thereof and there shall have been a final determination on any of such covenants or warranty, against the insured, because of a defect or incumbrance not excepted in this policy.

(g) Where the insured estate or interest or a part thereof has been taken by condemnation and it has been finally determined that the insured is not entitled to a full award for the estate or interest taken because of a defect or incumbrance not excepted in this policy.

No claim for damages shall arise or be maintainable under this policy (1) if this company, after having received notice of an alleged defect or incumbrance, removes such defect or incumbrance within thirty days after receipt of such notice; or (2) for liability

voluntarily assumed by the insured in settling any claim or suit without the written consent of this company.

### 4. NOTICE OF CLAIM

In case a purchaser or proposed mortgage lender raises any question as to the sufficiency of the title hereby insured, or in case actual knowledge shall come to the insured of any claim adverse to the title insured hereby, or in case of the service on or receipt by the insured of any paper, or of any notice, summons, process or pleading in any action or proceeding, the object or effect of which shall or may be to impugn, attack or call in question the validity of the title hereby insured, the insured shall promptly notify this company thereof in writing at its main office and forward to this company such paper or such notice, summons, process or pleading. Delay in giving this notice and delay in forwarding such paper or such notice, summons, process or pleading shall not affect this company's liability if such failure has not prejudiced and cannot in the future prejudice this company.

### 5. PAYMENT OF LOSS

(a) This company will pay, in addition to the loss, all statutory costs and allowances imposed on the insured in litigation carried on by this company for the insured under the terms of this policy. This company shall not be liable for and will not pay the fees of any counsel or attorney employed by the insured.

(b) In every case where claim is made for loss or damage this company (1) reserves the right to settle, at its own cost, any claim or suit which may involve liability under this policy; or (2) may terminate its liability hereunder by paying or tendering the full amount of this policy; or (3) may, without conceding liability, demand a valuation of the insured estate or interest, to be made by three arbitrators or any two of them, one to be chosen by the insured and one by this company, and the two thus chosen selecting an umpire. Such valuation, less the amount of any incumbrances on said insured estate and interest not hereby insured against, shall be the extent of this company's liability for such claim and no right of action shall accrue hereunder for the recovery thereof until thirty days after such notice of such valuation shall have been served upon this company, and the insured shall have tendered a conveyance or assignment of the insured estate or interest to this company or its designee at such valuation, diminished as aforesaid. The foregoing option to fix a valuation by arbitration shall not apply to a policy insuring a mortgage or leasehold interest.

(c) Liability to any collateral holder of this policy shall not exceed the amount of the pecuniary interest of such collateral holder in the premises.



**VARIANCE**  
**PUBLIC NOTICE OF**  
**HEARING BEFORE**  
**ZONING BOARD**  
**OF APPEALS**  
**TOWN OF NEW WINDSOR**  
PLEASE TAKE NOTICE that  
the Zoning Board of Appeals of  
the TOWN OF NEW WINDSOR,  
New York will hold a Public  
Hearing pursuant to Section  
48-34A of the Zoning Local Law  
on the following proposition:  
Appeal No. 57  
Request of HARRY B. &  
JOSEPHINE GOOD  
for a VARIANCE of the regula-  
tions of the Zoning Local Law to  
permit CONSTRUCTION OF A  
SINGLE FAMILY  
RESIDENCE,  
being a VARIANCE of Section  
48-11 and 48-12 Table of  
Use/Bulk Regs. C&H for  
an R-4 zone; and further for an in-  
terpretation of the Zoning Local  
Law Secs. 48-25 and 48-26; and  
for a further variance of the provi-  
sions of Town Law Section  
280 for property situated as  
follows:  
LAKE ROAD, NEW WINDSOR,  
N.Y. KNOWN AND  
DESIGNATED AS TAX MAP  
SECTION 61, BLOCK 1, LOT  
14.1  
SAID HEARING will take  
place on the 14th day of December  
1987, at the New Windsor Town  
Hall, 555 Union Avenue, New  
Windsor, N.Y. beginning at 7:30  
o'clock P.M.  
Jack Babcock  
Chairman  
By Patricia A. Barnhart

State of New York  
County of Orange, ss:

R&F. Exh #2.  
12/14/87

Everett W. Smith, being duly sworn  
disposes and says that he is  
Publisher of the E.W. Smith  
Publishing Company, Inc. publisher  
of The Sentinel, a weekly newspaper  
published and of general circulation  
in the Town of New Windsor, and that  
the notice of which the annexed is  
a true copy was published once

in said newspaper, commencing on  
the 3rd day of December A.D., 1987  
and ending on the 3rd day of December  
A.D. 1987

[Signature]  
Subscribed and shown to before me  
this 14<sup>th</sup> day of Dec, 1987

Wanda J. Herina  
Notary Public of the State of New York  
County of Orange.

My commission expires \_\_\_\_\_

WANDA J. HERINA  
Notary Public, State of New York  
Qualified in Orange County  
No. 4652226  
Commission Expires Nov. 30, 1989

# DiNARDO & GILMARTIN

Attorneys at Law

90 East Main Street (Route 94)

P.O. Box 1000

Washingtonville, New York 10992

(914) 496-5414 (914) 294-6686

Robert E. DiNardo

Brian G. Gilmartin

John F. X. Burke

David A. Donovan

Patricia A. Barnhart, Secretary  
Zoning Board of Appeals  
Town of New Windsor  
555 Union Avenue  
New Windsor, New York 12550

November 30, 1987

Re: Application of Harry B.  
and Josephine Good

Dear Ms. Barnhart:

Enclosed please find my clients' check in the amount of \$75.00,  
payable to the Town of New Windsor, which I am sending pursuant  
to our telephone conversation of November 25th.

Very truly yours,

*Brian G. Gilmartin*

Brian G. Gilmartin

BGG:es

enc.

cc: Mr. & Mrs. Harry Good

RECEIVED  
ATTORNEYS OFFICE  
TOWN OF NEW WINDSOR

DEC 1 1987

*Patricia A. Barnhart*



# TOWN OF NEW WINDSOR

555 UNION AVENUE  
NEW WINDSOR, NEW YORK

1763

November 24, 1987

DINARDO & GILMARTIN  
90 East Main Street  
P. O. Box 1000  
Washingtonville, N. Y. 10992

Attn: Brian G. Gilmartin, Esq.

RE: ZBA APPLICATION OF JOSEPHINE & HARRY GOOD  
#87-57

Dear Mr. Gilmartin:

In accordance with our telephone conversation of this date,  
enclosed please find revised notice of public hearing in the  
above-entitled matter.

I am this date forwarding a copy of same to The Sentinel for  
publication in the next issue. Kindly furnish an affidavit of  
publication when same is received.

Very truly yours,

PATRICIA A. BARNHART,  
Secretary  
Zoning Board of Appeals

/pab  
Enclosure

# DiNARDO & GILMARTIN

Attorneys at Law

90 East Main Street (Route 94)

P.O. Box 1000

Washingtonville, New York 10992

(914) 496-5414 (914) 294-6686

Robert E. DiNardo

Brian G. Gilmartin

John F. X. Burke

David A. Donovan

Patricia A. Barnhart, Secretary  
New Windsor Zoning Board of Appeals  
555 Union Avenue  
New Windsor, New York 12550

October 14, 1987

Re: ZBA Application of  
Josephine and Harry Good

Dear Ms. Barnhardt:

It has come to our attention that we erred on part III of the application referenced above, with respect to the tax map designation of the premises. Enclosed you will find three copies of an amended first page of the application. Will you kindly substitute these for the front pages on the applications sent to you on October 9th.

Very truly yours,

*Brian G. Gilmartin*

Brian G. Gilmartin

BGG:es  
encs.

RECEIVED  
ATTORNEY'S OFFICE  
TOWN OF NEW WINDSOR

OCT 19 1987

*Patricia A. Barnhart*



1763

# TOWN OF NEW WINDSOR

555 UNION AVENUE  
NEW WINDSOR, NEW YORK

(914) 565-8550

October 14, 1987

DI NARDO & GILMARTIN  
90 East Main Street  
Washingtonville, N.Y. 10992

Attn: Brian G. Gilmartin, Esq.

RE: ZBA APPLICATION OF HARRY & JOSEPHINE GOOD  
#87-57

Dear Mr. Gilmartin:

This is to advise that I am in receipt of correspondence from your office dated October 9, 1987 transmitting the paperwork concerning the above-entitled application for a variance.

Please be advised that I have scheduled this matter for preliminary meeting before the Zoning Board of Appeals on November 9, 1987 at 7:30 p.m. Please be available at that time to discuss same with the Board.

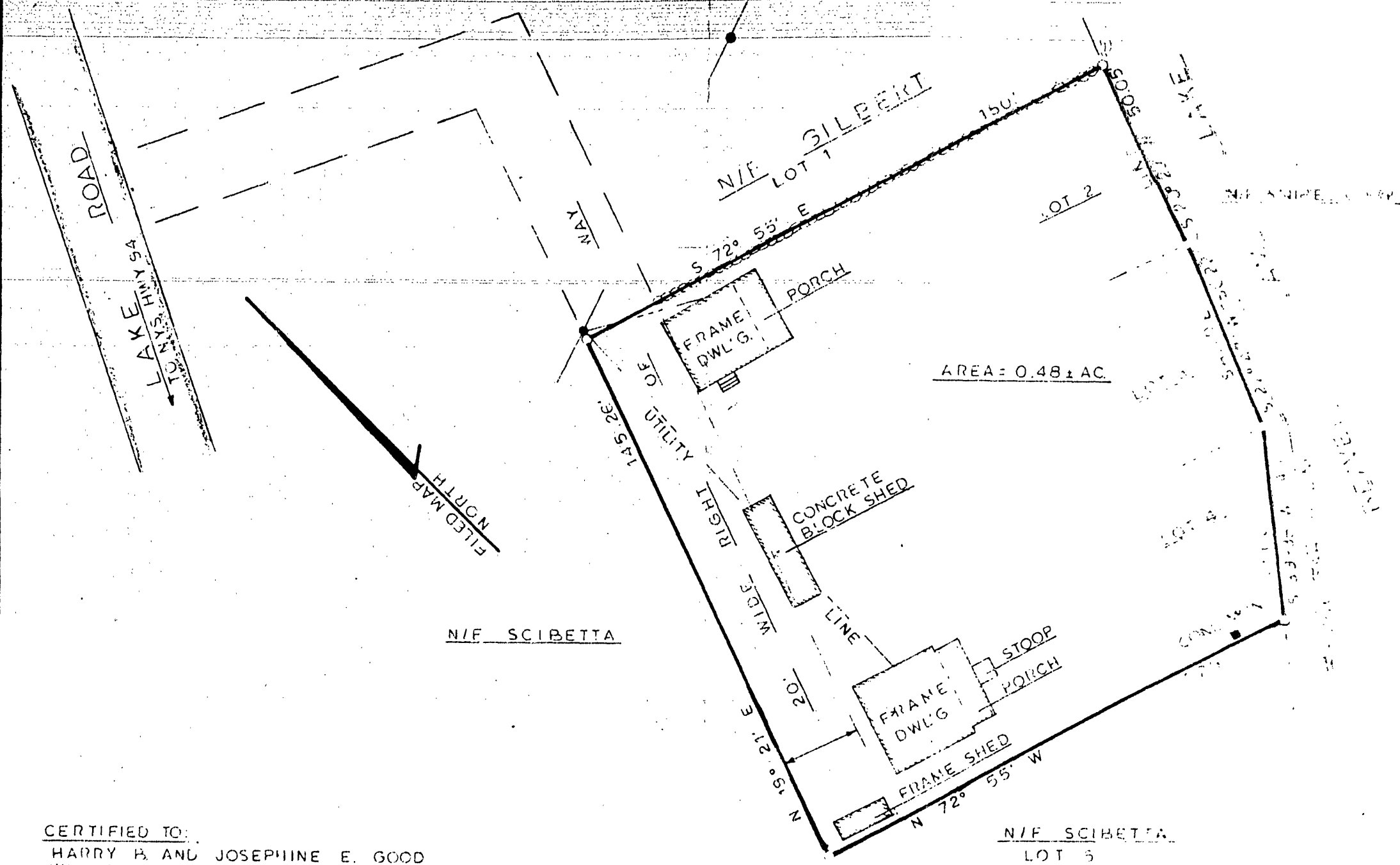
Very truly yours,

PATRICIA A. BARNHART, Secretary  
New Windsor Zoning Board of Appeals

/pab

(ZBA #3-101487, CON)





CERTIFIED TO:  
 HARRY B. AND JOSEPHINE E. GOOD  
 WILLIAM W. AND JEANNETTE LARE EVANS  
 HARDENBURGH ABSTRACT COMPANY

NOTE  
 BEING LOTS 2, 3, AND 4 AS SHOWN  
 ON "MAP OF LANDS OF ANNA JOHNSON"  
 FILED MAP NO. 1170.  
 SUBJECT TO EASEMENTS AND R.O.W.'S OF  
 RECORD, IF ANY.

REFERENCES  
 FILED MAP 1170  
 L. 2110, P. 858

JOHN C. BARKER 62 N. MAIN ST. FLORIDA, NEW YORK	
SURVEY OF LOT	
S.61, BL.1, LOTS 14, 15, 16	
TOWN OF NEW WINDSOR ORANGE COUNTY, N. Y.	
DATE: JAN 10, 1964	FILE NO.
SCALE: 1" = 50'	80 - 17

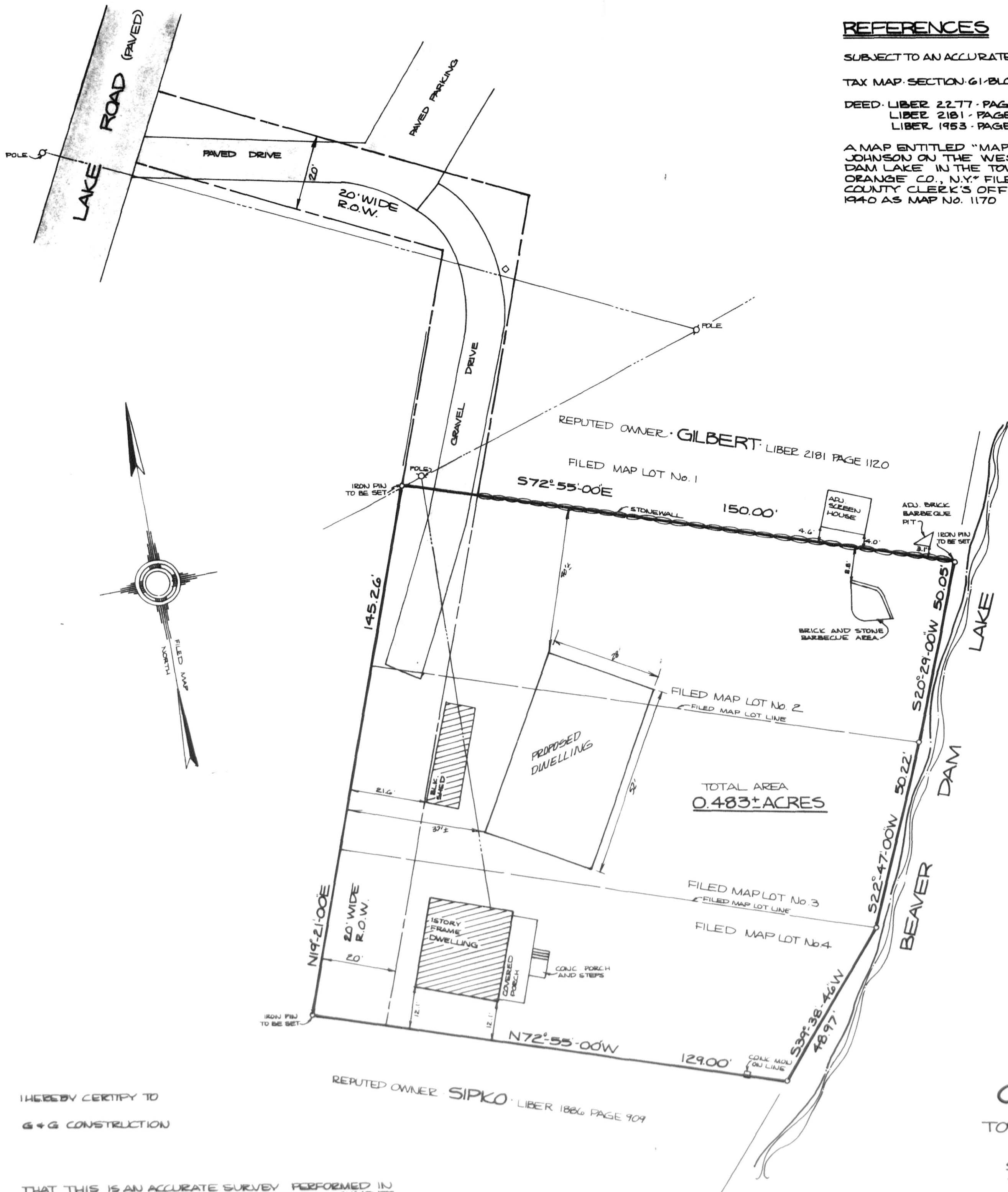
# REFERENCES

SUBJECT TO AN ACCURATE TITLE SEARCH

TAX MAP SECTION 61-BLOCK 1-LOT 14.1

DEED LIBER 2277 - PAGE 366  
LIBER 2181 - PAGE 1120  
LIBER 1953 - PAGE 982

A MAP ENTITLED "MAP OF LANDS OF ANNA JOHNSON ON THE WEST SIDE OF BEAVER DAM LAKE IN THE TOWN OF NEW WINDSOR, ORANGE CO., N.Y." FILED IN THE ORANGE COUNTY CLERK'S OFFICE ON JANUARY 31, 1940 AS MAP No. 1170



I HEREBY CERTIFY TO  
G & G CONSTRUCTION

THAT THIS IS AN ACCURATE SURVEY PERFORMED IN  
THE FIELD AND THAT NO SURFACE ENCROACHMENTS  
EXIST, EXCEPT AS SHOWN.

*Roger J. Ferris*  
ROGER J. FERRIS  
N.Y.S. LICENSE No. 49393

UNAUTHORIZED ALTERATION OR ADDITION TO THIS SURVEY MAP IS A  
VIOLATION OF SECTION 2209 (2) OF THE NEW YORK STATE EDUCATION  
LAW. Copies of this survey map not bearing the seal and signature of the  
surveyor shall not be considered to be a valid true copy. Certifications indicated herein shall not  
only be to the person for whom the survey is prepared, and for his behalf to the title  
company, governmental agency and lending institution listed herein. Certifications  
are not transferable to additional institutions or subsequent owners.

SURVEY OF LANDS FOR  
**G & G**  
**CONSTRUCTION**  
TOWN OF NEW WINDSOR  
ORANGE COUNTY, N.Y.  
SCALE 1"=20' JUNE 24, 1987  
REV. SEPTEMBER 10, 1987 (PROP. DWELLING)

© COPYRIGHT 1987 BY  
ROGER J. FERRIS  
PROFESSIONAL LAND SURVEYOR  
16 ROBERTS ST.  
MIDDLETOWN, N.Y. 10940  
343-2511

FILE NO. 87-1388